

The following is the Table of Contents for the Internet Bid Package documents.

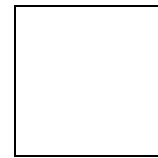
04A2194 IFB.doc	Information for Bid, 21 pages
04A2194 213.doc	STD. 213, 1 page
04A2194 LANGUAGE.doc	Contract Language, 31 pages
04A2194 DVBE.doc	DVBE Goals, 16 pages
04A2194 INS.doc	Insurance, page

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

If this bid package is downloaded via the Internet, Exhibit F must be obtained by contacting the Division of Procurement and Contracts at (916) 227-6075 or by faxing the request to (916) 227-1950.

YOUR RETURN ADDRESS

**Agreement No.** 04a2194  
**Bid Due Date:** November 2, 2004  
**Bid Due Time:** 2:15 P.M.  
**Bid Opening Time:** 2:30 P.M.  
**Attn:** Fred Cummins



Department of Transportation, MS-67  
Division of Procurement and Contracts  
1727 30th Street  
Sacramento, CA 95816-7006

**DEPARTMENT OF TRANSPORTATION**

## ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>*Flex your power!  
Be energy efficient!*

September 24, 2004

**INVITATION FOR BID (IFB)**  
**IFB # 04A2194**  
**Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled Demolition and Clearance. In submitting your bid, you must comply with the instructions found herein.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>. If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Bid Unit's phone No. (916) 227-6075 and the fax number is (916) 227-1950.

In the opinion of the State, this IFB is complete and without need of explanation. However, if you have questions\*, or should you need any clarifying information, the designated contact person for this IFB is:

Fred Cummins  
**Department of Transportation**  
Phone Number (916) 227-6053  
Fax Number (916) 227-6155

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Fred Cummins  
Contract Analyst

\*Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this IFB. See **Section C 1, Time Schedule** for more details.

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## A) Purpose and Description of Services

Refer to the Proposed Form of Agreement, which is attached to this IFB as **Attachment 6 (Exhibit A)**.

## B) Bidder's Minimum Qualifications

Contractor must possess at the time of the bid opening a Class C-21 License, a Hazardous substance Removal Certification (HAZ) and an Asbestos Certification (ASB) issued by the California State License Board.

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

EVENT	DATE	TIME (Pacific Daylight Time)
IFB available to prospective bidders	9/22/04	
Written Question Submittal	10/12/04	10:00am
Site Inspection	10/14/04	10:00am
Final Date and Time for Bid Submission	11/2/04	2:15pm
Bid Opening	11/2/04	2:30pm
Notice of Intent to Award	11/3/04	
BEP	11/9/04	
Proposed Award Date (estimate)	12/1/04	

### 2. Site Inspection

- a) A pre-bid conference/site inspection is scheduled at 10:00am on October 14, 2004, at 848 California Street, Rodeo, CA 94572 for the purpose of discussing concerns regarding this IFB.
- b) In the event a potential prime contractor is unable to attend the pre-bid conference/site inspection, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company.
- c) All prospective contractors are to be assembled at 848 California Street, Rodeo, CA 94572, at 10:00am. Bidders must sign-in (on the sheet provided) upon arrival and sign-out upon completion of the walk-through activities. Department of Transportation will conduct the site inspection of the facilities and disseminate any additional information to participants, if necessary.

### 3. Questions and Answers

- a) Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by 10:00am on October 12, 2004.
- b) Written questions must include the individual's name, firm name, complete address and must reference IFB No. 04A2194. Questions must be sent to the following address:

MAILED OR FAXED TO:  
Fax No.: (916) 227-6155

Department of Transportation, MS-67  
Division of Procurement and Contracts  
Attention: Fred Cummins  
1727 30th Street  
Sacramento, CA 95816

- c) Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded bid line: (916) 227-6090. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer Section C (1), **Time Schedule**, for this IFB's schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

### 4. Reasonable Accommodations

For bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the pre-bid conference/site inspection. The bidder must call the designated Caltrans contact no later than the fifth working day prior to the scheduled date and time of the pre-bid conference/site inspection to arrange for a reasonable accommodation.

### 5. Inclusive Costs

Bids prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in this Agreement should specifically so provide.

**6. Small Business Preference:** <http://www.pd.dgs.ca.gov/smbus>

Small business preference will be granted on this IFB. Only firms certified as a "Small Business" with the Office of Small Business Certification and Resources (formerly OSMB), in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

<http://www.pd.dgs.ca.gov/disputes/default.htm>

**7. State Prevailing Wages**

State General Prevailing Wage Rates will apply for the County of Contra Costa pursuant to Government Code Section 14920. Copies of the predetermined general prevailing wage rates set by the Director of Industrial Relations may be obtained by via the Internet: <http://www.dir.ca.gov>

**8. Recycle Certification**

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet shall signify that you are aware of the recycle materials, goods, and supplies program requirements of California Public Contract Code Sections 12200, 12205, and 12161, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification Form (ADM-2038) and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

**9. Contractor License**

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current Building Moving and Wrecking Contractors Class C-21 license. A Hazardous Substance Removal Certification (HAZ) and Asbestos Certification (ASB) issued by the California State License Board. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractor's State License Board will be performed by Caltrans (reference B&PC 7028.15).

**10. Bonds**

The successful bidder will be required to provide a payment bond and a performance bond issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The payment bond must be written for 100% of the total amount bid/total amount of the agreement. The performance bond must be written for 50% of the total amount bid/total amount of the contract.

## 11. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the Proposed Form of Agreement, **Attachment 6, Exhibit E** for the applicable specific Insurance requirements and coverage limits.

## 12. Bid Submittal

- a) **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in Section C, Bid Requirements and Information, **Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 04A2194

IFB Name: Demolition and Clearance

Firm Name:

Firm Address:

**BID SUBMITTAL - DO NOT OPEN**

- b) Bids not submitted in a clearly labeled sealed envelope may be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- c) All bids shall include the documents identified in this IFB's **Attachment 5, Required Attachment Check List**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- e) Mail or deliver bids to the following address:  
U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or \*Hand Deliveries

Department of Transportation, MS 67  
Division of Procurement and Contracts  
1727 – 30<sup>th</sup> Street  
Sacramento, CA 95816

\* If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Contracts' reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- f) Bid opening will be held at the above address at **2:30 PM** on the date stated in Section C - Bid Requirements and Information, 1 - Time Schedule.
- g) Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- h) A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- i) Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- j) Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid shall be rejected.**
- k) A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with section j above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- m) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- n) The State reserves the right to reject any or all bids.



- o) Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- p) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.

### **13. Evaluation and Selection**

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the State's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) The final selection will be made on the basis of the lowest responsible bid. The award of the contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all of the requirements. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

### **14. Award and Protest**

- a) Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- c) Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims he/she should have been awarded the agreement because he/she was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation

prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- d) Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation Division of Procurement & Contracts, MS 67 Attention: A.C. Lichtman, Protest and Dispute Manager 1727 30 <sup>th</sup> Street Sacramento, CA 95816 Phone Number: (916) 227-6084 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- e) Upon award of the contract, contractor must complete and submit to the Department of Transportation the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 and §26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- f) Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 2**, or this form can be obtained via the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). Bidder may also, as an option, submit with bid package.

## 15. Standard Conditions of Service

- a) Service shall not begin prior than the express date set by the Department of Transportation and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Department of Transportation, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- b) All performance under the contract shall be completed on or before the termination date of the contract.

- c) The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 304** may be viewed at Internet site [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
- d) The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- e) The bid of any bidder who is currently in default with the Department of Transportation on a contract already awarded may be accepted; however, bidder understands that any costs associated with the default will be paid prior to award or deducted from the proceeds of any newly awarded contract.
- f) If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom or 10% of the amount bid, whichever is less and bidder will be placed on a default status. Default is defined as (1) being within a period of liquidated damages on uncompleted work, or (2) under notice to begin or complete a contract where work has not commenced or was suspended without cause, or (3) where contract is terminated for contractor failing to perform services required by the contract in a satisfactory manner.
- g) After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- h) No oral understanding or agreement shall be binding on either party.

## D) Preference Programs

The following Preference Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

If prospective Contractor is claiming the 5% certified Small Business or microbusiness preference, complete Section 16, Attachment 4 (Bid/Bidder Certification Sheet) and attach a copy of your certification (See Attachment 7).

Additional References: <http://www.pd.dgs.ca.gov>

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business or microbusiness preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the certification approval process should be directed to that office at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

2. Disabled Veteran Business Enterprises (DVBE)

**The goal is 3%.** See Attachment 3 to complete the required forms and for further detailed information concerning DVBE requirements; complete Section 16, **Attachment 3** (Bid/Bidder Certification Sheet); and, attach a copy of your certification. This project is subject to Public Contract Code 10115, et seq. which requires State funded contracts to have a participation goals of 3% for DVBE, expressed as percentages of the total dollar value of the contract for DVBEs participating in this contract. These goals apply to the overall contract dollar amount expended each year by the Department of Transportation. Failure to provide detailed cost breakdowns and any required DVBE information in the Cost Proposal **will be cause for rejection** of the proposal.

Additional References: <http://www.pd.dgs.ca.gov>

**BID PROPOSAL****ATTACHMENT 1**

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CONTRACTOR'S NAME (Please Print):

CONTRACT NO. 04A2194

PAGE 1 OF 1

Contractor obligates to a LUMP SUM BID AMOUNT of \$ \_\_\_\_\_,  
Under the terms of this agreement.

- (3) ANY BID MAY BE REJECTED IF IT IS UNREASONABLE AS TO PRICE. UNREASONABLENESS OF PRICE INCLUDES NOT ONLY THE TOTAL PRICE OF THE BID, BUT PRICES FOR INDIVIDUAL LINE ITEMS AS WELL.

**ATTACHMENT 2**  
**CONTRACTOR CERTIFICATION CLAUSES**

**CCC-304**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to R&TC Section



23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 4**  
**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet Shall Be Rejected**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ". Date application was submitted to OSBCR, if an application is pending:		

## Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
<b>10</b>	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
<b>11</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.
<b>16</b>	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 5**  
**Invitation for Bid (04A2194)**

**ATTACHMENT CHECK LIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid package. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your bid may be considered non-responsive. **Return this checklist with your bid package.**

**Attachments**

**Attachment Name/Description**

\_\_\_\_\_ Attachment 1

Bid Proposal (ADM-1412)

\_\_\_\_\_ Attachment 2

Contractor Certification Clauses (CCC304)

The CCC 304 can also be found on the Internet at  
<http://www.dgs.ca.gov/contracts>. Page one (1) must be signed and  
submitted prior to the award of the contract.

\_\_\_\_\_ Attachment 3

Disabled Veteran Business Enterprise (DVBE) Participation Forms:  
**STD. 840, DVBE Participation Goals and Verification** and **STD. 840A, DVBE Good Faith Effort Documentation**, and all  
necessary attachments.

\_\_\_\_\_ Attachment 4

Bid/Bidder Certification Sheet

\_\_\_\_\_ Attachment 5

Attachment Check List

**Note to Contractors:**

The following pages represent a sample of the Proposed Form of Agreement that is intended to be awarded from this IFB. Please review it carefully and present any questions in writing (as instructed in this solicitation) to the contact person identified for this IFB.

AGREEMENT NUMBER 04A2194
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Transportation

CONTRACTOR'S NAME

2. The term of this Agreement is: 11/15/04 through 02/28/05

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

XX pages

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

XX pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mapula Conley, Contracts Officer

ADDRESS

1727 - 30<sup>th</sup> Street (MS 67), Sacramento, CA 95816

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. The Contractor agrees to provide to the California Department of Transportation (Caltrans) Clearance & Demolition services, Hazardous Material Abatement services, and Storm Water Pollution Prevention Plan (SWPPP) services and implementation of said SWPPP as described herein:
  - A. The Contractor shall provide all labor, equipment, supplies, permits and materials necessary to remove and demolish residential structure, abate all hazardous materials to include but limited to friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP and implementation of said SWPPP. The work shall be done in accordance with all city and/or county codes/regulations. The structures are to be demolished and removed out of the State right of way for the California Department of Transportation (Caltrans).
  - B. The work to be done in general consists of demolishing and removing structures, foundations, footings and other improvements, located in the County of Contra Costa, City of Rodeo, CA on State property on 848 California Street. All demolition work will include removal of siding, concrete blocks, plants, shrubs, trees, fences, walls, curbing, decks, sheds, spas (not associated with swimming pools) covered and uncovered patios, septic tanks and cesspools, capping of sewer lines, slabs, concrete porches, loading docks, steps, footings, foundations, pipe, brick, flatwork, plaster, lumber, wood splinters, trash, debris, glass, abate all friable and non-friable asbestos and lead paint, according to all environmental laws and regulations, and provide any necessary SWPPP and implementation of said SWPPP, as set forth herein and under the review and approval of the Caltrans Contract Manager.
2. The services shall be performed at:

The location is illustrated on Exhibit A, Attachment 2, Location Map, and is attached hereto as part of this Agreement. Street addresses are as follows:

  - A. 848 California Street, Rodeo, CA 94572. Description: 3916 s.f. stucco, wood and brick single family residence with 240 s.f. wood framed storage shed in rear.
  - B. 1546 s.f. of concrete (pads under the hot tub, driveway, and sidewalks).
3. The services shall be provided during working hours, Monday through Friday, except recognized State holidays.
4. The project representatives during the term of this agreement will be:

Department of Transportation	Contractor:
Right of Way Planning & Management	Section/Unit:
Attention: David Keba	Attention:
P.O. Box 23440, Oakland, CA 94623-0440	Address:

**EXHIBIT A  
(Standard Agreement)**

Phone: 510-286-5497	Phone:
Fax: 510-286-5482	Fax:
E-Mail: Dkeba@dot.ca.gov	E-Mail:

5. The services shall be performed as follows:

- A. The Contractor is responsible and assures that all work performed under this Agreement will be in compliance with all governmental regulations. In addition, sanitary sewer system shall be abandoned as directed by the Caltrans Contract Manager and shall be in accordance with the City of Rodeo requirements, Drainage and Sewer Facilities Regulations. Septic tank abandonment shall be subject to inspection and approval by the Caltrans Contract Manager. The Contractor shall notify the Caltrans Contract Manager a minimum of twenty-four hours prior to septic tank pumping and abandonment.
- B. Following completion of any demolition work, the State may excavate all or portions of the job site to confirm buried debris. If such debris is uncovered, the Contractor agrees to pay for or reimburse the State the expense of the excavation work and removal of said debris.
- C. Prior to starting demolition operations, the Contractor shall be responsible to ensure utility companies have disconnected and removed, meters, service lines, LP tank or natural gas tank. The State will not be responsible for any fees or costs associated with removal and abandonment.
- D. The Contractor shall take all measures necessary to protect the public from abandoned, cased or dug wells exposed by its operations. Those measures shall not be less than those prescribed by local ordinances.
- E. The Contractor shall fill all basements, pits and sumps, and backfill all excavations resulting from the removal operations in accordance with the approved SWPPP.
- F. The Contractor shall immediately notify the Caltrans Contract Manager upon encountering any type of hazardous materials during the demolition and removal process that has not been identified by the Hazardous Materials Survey (Exhibit A, Attachment 2).
  - 1. The Contractor will suspend work until such time as the hazardous material is removed and clearance is provided. No additional compensation to the Contractor will be granted for any consequential damages.
  - 2. Failure of the Contractor to notify the Caltrans Contract Manager of the presence of encountered hazardous materials not identified in the Hazardous Materials Survey may result in legal liability.
- G. The Contractor shall provide dust control during demolition loading. The Contractor must secure an authorized non-potable water source for this purpose. Nonpotable



**EXHIBIT A  
(Standard Agreement)**

water source shall meet the California Department of Health Services water reclamation criteria and the Regional Water Quality Control Board requirements. The Contractor shall obtain either a wastewater discharge permit or a waiver from the regional Water Quality Control Board. Copies of the permits or waivers from the Regional Water Quality Control Board shall be delivered to the Caltrans Contract Manager before using required governmental and regulatory law.

- H. The Contractor shall grade the site to a finished grade in accordance with the approved SWPPP, or as directed by the Caltrans Contract Manager.
- I. The Contractor will leave all trees and shrubbery that do not interfere with demolition activities unless otherwise noted. However, the Contractor will remove any trees or shrubs that are damaged in connection with the demolition activities. Tree removal shall include removing the major stump/rootball and backfilling the resulting excavation.
- J. Grinding of demolished materials can take place on the site as long as the materials are hauled away and the grinding is permitted by local ordinances.
- K. All perimeter existing fences are to remain undamaged and structurally supported, unless otherwise instructed by the Caltrans Contract Manager. The Contractor shall be responsible for replacing any fences which were in good standing prior to demolition, but which were damaged or removed during demolition.
- L. The Contractor is prohibited from selling or disposing of any items associated with the demolition Agreement, on State property. The Contractor may only dispose of the salvage items in accordance with demolition Agreement procedure after the removal of the salvaged items from the job site.
- M. In no case shall the Contractor engage in any solicitation of business which might subject the State to any liability, i.e. selling salvage on site.
- N. The Contractor shall notify the Caltrans Contract Manager, by telephone, a minimum of twenty-four (24) hours prior to starting work and twenty-four (24) hours prior to completion of all work. The Contractor will notify the Caltrans Contract Manager when all the demolition work is completed and make arrangements with the Caltrans Contract Manager for a final job inspection.
- O. The removal of asbestos shall be accomplished as required by law and copies of permits shall be given to the Caltrans Contract Manager. All waste generated must be disposed of in an approved hazardous waste site and transported by licensed hazardous waste hauler. All removal and disposal shall meet all state and federal codes and requirements. The Contractor shall comply with applicable portions of the California Code of Regulations. **Contractor shall pay any and all disposal site charges said fees are included in the bid amount submitted by the Contractor.**

**EXHIBIT A**  
**(Standard Agreement)**

- P. The above-described improvements and all materials resulting from their demolition or removal shall be removed from the premises and shall become the property of the Contractor.
- Q. Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided in accordance with the local jurisdiction's standards. In the absence of local jurisdiction standards, the walkway shall be one-half as wide as the sidewalk but shall be not less than three feet (3') wide and need not be more than six feet (6') wide. The required width of the walkway shall be unobstructed.
- R. The cleaning of brick or other processing of salvage material on the site is prohibited.
- S. The State reserves the right to remove such items from the improvements as deems suitable before directing the Contractor to begin demolition operations.
- T. All materials resulting from the demolition of improvements shall become the property of the Contractor and the Contractor shall remove said materials from the premises with his/her own organization. The Contractor shall not dispose of the improvements or materials therefrom by sale, gift, or in any manner whatsoever to the general public at the site, provided however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials at the site to duly licensed Contractors or materialmen, provided that the materials are removed by the Contractor.
- U. The Contractor shall take all measures necessary to protect the public from his/her operations. These measures shall not be less than those prescribed by local ordinances.
- V. The Department of Transportation does not guarantee that any of the described improvements scheduled for demolition and removal are constructed of the materials as stated in the provisions or that they conform in any other described manner.
- W. Unless specifically stated otherwise in these General Provisions, Caltrans assumes no responsibility for conditions not evident at the time of bid opening nor for subsequent change or damage of any nature to the improvements not within the control of Caltrans.
- X. The Contractors attention is directed to Sections 24242 and 24243 of the California Health and Safety Code and to the rules and regulations of the Air Pollution Control District having jurisdiction.
- Y. When removing hazardous materials the Contractor shall not proceed from one item of work to the next until the previous item is in a non-hazardous condition and all combustible material has been removed.

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(Standard Agreement)**

- Z. The Contractor shall be responsible for obtaining and payment of all necessary permits, fees and licenses including those required by:

City of Rodeo  
Air Quality Control Board  
County of Contra Costa  
State of California

- AA. The Contractor shall arrange for septic tank inspection as specified in the permit obtained from the Environmental Health Department, and shall have available for review by the inspector an invoice for service indicating that the contents of the septic tank have been pumped.

- BB. The Contractor shall contact and make prior arrangements with a local dumpsite, which the Contractor plans to use for disposal of the demolished improvements. Initial contact with a local dump or land fill shall be made prior to the submission of a bid, in order to ensure that there will be acceptance by the dump so the Contractor will be aware of dump fees in the area. **The Contractor shall pay any and all disposal site charges said fees are included in the bid amount submitted by the Contractor.**

- CC. **General** - The sites shall be graded and smoothed so that the lots will be neat, clean and in good condition and appearance. Said grading shall be completed in such a manner that natural drainage waters will not become trapped or cause ponding. Existing city streets, curbs, gutters, and adjacent sidewalks damaged by reason of the Contractor's operations shall be repaired by the Contractor at his/her expense. Sidewalks damaged by the Contractor shall be repaired either with bituminous material or with portland cement concrete as directed by the Caltrans Contract Manager.

- DD. **Sale of Materials** - All materials resulting from the demolition of improvements shall become the property of the Contractor and the Contractor shall remove said materials from the premises with his/her own organization. The Contractor shall not dispose of the improvements or materials therefrom by sale, gift, or in any manner whatsoever to the general public at the site; provided however, that this provision shall not be construed as limiting or prohibiting the sale or disposal of such improvements or materials at the site to duly licensed Contractors or material men, provided that the materials are removed by the Contractor. Removal of buildings as a unit, or in sections capable of reassembly as a structure, is expressly prohibited.

- EE. **Protection Fences and Canopies** - Prior to starting demolition operations, the Contractor shall erect protection fences and canopies as required by the local building code. Said protection fences shall be constructed of three-eighths (3/8") or one-half inch (1/2") plywood with studs spaced not more than four feet (4') on center provided that a two inch by four inch (2" x 4") stiffener is placed horizontally at the mid-height when the stud spacing exceeds two feet (2') on center. Said protection fences and canopies shall be painted with one coat of white or grey outside paint and shall be kept free of advertising posters at all times.

**EXHIBIT A**  
**(Standard Agreement)**

**FF. Excavation and Grading** - The Contractor shall do all excavating, grading or filling necessary to accomplish the demolition and removal of improvements, or to obtain the rough and finish grades shown on the plans or established by the engineer. Excavations shall be made for all footings, piers, foundation walls, curbs, and retaining walls or underground fixtures of any kind, and trenches shall be excavated for all underground pipelines. All excavations and trenches shall be cut true to the lines and grades shown on the plans or established by the engineer. In no case shall foundations or footings rest on filled or otherwise unstable ground. Should this condition be encountered, the Contractor shall carry all excavations to a solid bearing. Where necessary, the area under a building shall be excavated to provide the proper clearance as shown on the plans, or as may be required by local building ordinances. Any excess material resulting from excavation or grading operations shall be removed and disposed of by the Contractor.

**GG. Backfill** - In order to safeguard the public from basement excavations, holes, or vertical drops exposed or produced by his/her operations, the Contractor shall backfill such excavations, holes, or drops. Backfill shall be made with clean earth consisting of alluvium, decomposed granite, loam or sand. No material containing adobe or other substances, which would swell or contract with the addition of water or containing debris or large rocks will be accepted. Backfill, within the limits of the State highway right of way, shall be completed to the surface of the ground and unless otherwise specified shall be placed in horizontal uniform layers not to exceed 8 inches in thickness, before compaction, each layer shall be well moistened and thoroughly tamped or rolled until a relative compaction of not less than 90 percent is secured as determined by California Test 216 or 231. All other backfill or all backfill if specified in the special provisions may be placed in 12-inch thick horizontal layers, and each layer shall be thoroughly compacted to equal compaction of the surrounding ground, unless a greater amount of compaction is specified. No fill, or backfill, shall be placed against new concrete walls or piers until such time as the concrete has developed sufficient strength to withstand the load. No puddling or backfilling shall be done without specified authorization of the Caltrans Contract Manager. The Contractor shall make his/her own arrangements for securing suitable fill materials. Any excavation or hole having an impervious bottom, such as concrete or masonry, shall have such bottom broken or shattered to allow drainage therefrom before backfilling or fencing operations commence. The Caltrans Contract Manager prior to placing of backfill will inspect these excavations and the Contractor shall give the Caltrans Contract Manager a minimum of one working day's notice prior to commencing backfill operations.

Any backfill performed by the Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in Item MM, "Removal of Rejected and Unauthorized Work" below. Existing underground vaults, sumps, pits, cesspools, septic tanks, wells, or other excavations not specifically listed but which occur within the limits of work shall be filled as specified in this item except that all material used to fill these underground cavities shall be sand. Unless specified to remain, underground tanks shall be removed. The Contractor shall make his/her

**EXHIBIT A**  
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own arrangements for securing acceptable sand. These underground cavities shall be inspected by the Caltrans Contract Manager prior to placing of backfill and the Contractor shall give the Caltrans Contract Manager a minimum of one work day's notice prior to commencing backfill operations. Any backfill performed by the Contractor without the aforementioned authorization will be considered as unauthorized work and shall be remedied as provided in Item MM, "Removal of Rejected and Unauthorized Work" below.

- HH. Wooden Fence** - Wooden fence shall be constructed in accordance with these specifications. The posts shall have a maximum spacing of 10 feet center to center. Posts shall be "Economy" grade or better and rails and braces shall be "Utility" grade or better Douglas fir conforming to the rules adopted by the West Coast Lumber Inspection Bureau or the current standard grading rules adopted by the Western Wood Products Association. In place of new material, the Contractor may use sound salvaged lumber equal to the grades specified, as determined by the Caltrans Contract Manager. The portion of the fence above ground shall be painted with one coat of outside white paint. The paint to be used shall be approved by the Caltrans Contract Manager prior to application.
- II. Damages** - In all cases the Contractor shall provide adequate lateral support for adjoining buildings and shall conduct removal operations in a manner that will not interfere with the use and occupancy of said adjoining buildings. It shall be the Contractor's responsibility to maintain utility service lines (gas, water, electricity, and sewers) to other buildings. In the event the Contractor's removal operations damage or destroy such service lines he/she shall immediately replace them at his/her expense. The Contractor will be held responsible for damage to any buildings, fences, etc., or property of the public not mentioned as a part of the demolition Agreement.
- II. Disconnection of Services** - Before the improvements are removed, all services shall be disconnected. Ends of utility services shall be properly capped at point of disconnection and marked for future location. The Contractor shall plug all sewer lines or laterals at the property line in a manner satisfactory to the building inspection department having control over the area. Any sewer openings or breaks exposed during the removal operations shall be suitably plugged immediately. All plumbing and electrical work shall be done in a first-class workmanlike manner. Workmanship and materials shall comply in every way with all applicable building, health, and safety ordinances. Existing materials may be salvaged and reused, subject to the approval of the Caltrans Contract Manager, unless otherwise prohibited by ordinance. New materials shall be at least equivalent in size and quality to those existing.
- JJ. Concrete and Debris Removal** - The Contractor shall break up concrete floors of basements and fill and compact with suitable earth material. The Contractor shall remove and dispose of all other concrete or masonry, including concrete footings, basement walls 2 feet below adjoining grade, flatwork, and miscellaneous rubble. Likewise, all brick, plaster, lumber, wood splinters and other debris including uprooted trees and shrubs shall be removed from the site and disposed of by the Contractor.

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KK. **Dust Control** - Water or dust palliative shall be applied if ordered by the engineer for the alleviation or prevention of dust nuisance. No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, either inside or outside the right of way. Full compensation for such dust control will be considered as include in the prices paid for the various items of work involved.

LL. **Removal of Rejected and Unauthorized Work** - All work which has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed him/her for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Caltrans Contract Manager, or any work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Caltrans Contract Manager unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Caltrans Contract Manager made under this item, the Department may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

NN. **Miscellaneous** - The Contractor shall not remove fencing adjoining occupied improvements.

OO. **Stormwater Pollution Control** -- The Contractor must comply with the water pollution control requirements as described in the National Pollutant Discharge Elimination System (NPDES) Permit No., CAS000003 (Order No. 99-06-DWQ) issued to the State of California, Department of Transportation, hereafter referred to as "Caltrans Statewide NPDES Permit" and the NPDES Permit for General Construction Activities No., CAS 000002 (Order No. 99-08-DWQ), hereafter referred to as "General Construction Permit". Both NPDES permits were issued by the State Water Resources Control Board (SWRCB). Under these NPDES permits, Contractor will be required to develop a Storm Water Pollution Prevention Plan (SWPPP) for contracts associated with any project where there will be an aggregate of 2 hectares (five acres) or more of soil disturbed by construction or the construction activity is part of a larger common plan of development that encompasses five or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity, or as required by the Regional Water Quality Control Board or the Caltrans Contract Manager. A copy of the Caltrans Statewide NPDES Permit and the General Construction Permit can be obtained from the Caltrans Contract Manager, or they are available on the SWRCB web site at <http://www.swrcb.ca.gov> .

## **EXHIBIT A (Standard Agreement)**

Within fifteen (15) workdays of the distribution of fully executed copies of the Agreement, the Contractor will provide a copy of the completed SWPPP and any other pertinent documentation to the Caltrans Office of Environmental Engineering (OEE). OEE will have seven (7) workdays to review the SWPPP. If revisions are required, as determined by OEE, the Contractor will revise and resubmit these documents within seven (7) workdays of receipt of the OEE's comments. OEE will have seven (7) workdays to review and approve these documents. Except for work that does not have the potential to cause water pollution as determined by the Caltrans Contract Manager, the Contractor shall not begin demolition work under the Agreement prior to the approval of the SWPPP by OEE. The Contractor must conform to the requirements in the Caltrans Storm Water Quality Handbooks for preparation of SWPPP. Copies of these manuals can be obtained from Caltrans' web site at <http://www.dot.ca.gov/hq/construc/stormwater.html> .

Payment for work under this Agreement shall not be made until the Caltrans Contract Manager has inspected the site and determined that the Contractor has complied with all the required provisions of the SWPPP. Contractor is responsible for implementing these storm water provisions until work authorized under this Agreement is completed and accepted by the Caltrans Contract Manager. Upon such completion and acceptance, Caltrans will be responsible for maintaining post-contract storm water pollution control measures. Water pollution control work shall conform to the provisions the approved SWPPP.

- PP. Exhibit A, Attachment 2, Hazardous Materials Survey is attached hereto as part of this Agreement** -- The attached Hazardous Materials Survey contains comprehensive reports and diagrams of the Asbestos Containing Material (ACM). The removal of asbestos will comply with the requirements of these provisions pertaining to encapsulating, removal and disposal of asbestos as follows.

Asbestos-related work shall only be performed by a licensed asbestos abatement Contractor certified by the Contractor's State License Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety. If the Contractor elects to have the asbestos work performed by a subcontractor, the Contractor must secure the services of a properly licensed and certified subcontractor to perform the work. Contractor shall be responsible for maintaining, monitoring, securing and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work.

All work shall conform to all Federal, State and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, hauling of friable and non-friable asbestos and shall supply copies of information on all applicable licenses, permits and notifications required by applicable laws and regulations.

Applicable regulations include, but are not limited to, the following:

## **EXHIBIT A (Standard Agreement)**

1. California Health and Safety Code, Division 20, Chapter 6.5 Hazardous Waste Control, Chapter 6.8 Hazardous Substance Account.
2. California Code of Regulations, Title 8, General Industry Safety Order 5208, Asbestos.
3. Code of Federal Regulations, Title 29, Part 26, Occupational Safety and Health Administration.
4. Code of Federal Regulations, Title 29, Part 1910, Hazardous Waste Operations and Emergency Response.
5. Local Air Pollution Control District Regulations.
6. Code of Federal Regulations, Title 40, Part 61, Subpart M, National Emission Standard for Asbestos.

The Contractor shall provide the Caltrans Contract Manager with copies of all documents required for the asbestos abatement work and a certification at the conclusion of the asbestos removal and disposal that all work was completed in accordance with the appropriate laws, regulations and permits.

Compensation for the work of encapsulating, removing and disposing of materials containing friable and/or non-friable asbestos on the areas which are shown on the survey is included in the lump sum bid proposal.

If the Contractor discovers any asbestos containing material not noted in the report provided by the State, the Contractor must stop work. Said materials will be removed only after approval in writing by the Caltrans Contract Manager and will be reimbursed at a rate agreed upon between the Caltrans Contract Manager and the Contractor. An Agreement amendment will be required to increase the Agreement amount to make full payment to the Contractor.

### **QQ. Encapsulating Asbestos**

This work shall consist of sealing and taking precautions to minimize breakage or disturbance of ACM and laying new non-containing asbestos material on top of the ACM.

### **RR. Removal and Disposal of Asbestos**

1. This work shall consist of removing and disposing of materials containing friable and/or non-friable asbestos prior to the rehabilitation of the state-owned improvements. The Contractor shall obtain all necessary licenses, permits, certification and other documents needed for this work. Compensation for compliance with these requirements shall be included in the lump sum bid proposal.
2. The Contractor shall prepare a plan presenting the methods for encapsulating, removing, handling, transporting and disposing of friable or non-friable asbestos.

### **SS. Friable Asbestos**



## **EXHIBIT A (Standard Agreement)**

1. The plans for friable asbestos must be approved by the Local Air Quality Management District prior to submittal to the Caltrans Contract Manager. Plans must be submitted to the Contract Manager ten (10) days prior to the start of work. This plan shall include identification of all EPA and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.
2. The Contractor shall maintain all records required for asbestos abatement work. The Contractor shall provide the Caltrans Contract Manager with copies of all documents required for the asbestos abatement work and a certification at the conclusion of the asbestos removal and disposal that all work was completed in accordance with the appropriate laws, regulations and permits.
3. The Contractor shall use a California Uniform Hazardous Manifest, which will be signed by the Caltrans Contract Manager or his/her designee.
4. The Contractor shall use hazardous waste haulers having current registration with the California Department of Health Services (DOHS), and shall have a U.S. EPA Identification Number (US EPA ID Number).
5. Caltrans will supply the EPA Generator Number for the Contractor for the disposal of friable asbestos.
6. All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.
7. Friable asbestos containerized for transportation to the disposal site shall be appropriately labeled.
8. Disposal of friable asbestos shall be at a legally authorized waste disposal facility. Contractor shall pay all disposal site charges. These charges shall be included in the lump sum bid proposal.

### **TT. Non-Friable Asbestos**

1. Non-friable asbestos containing material waste is to be considered hazardous waste. The Contractor shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.
2. An EPA Generator Number is not required for non-friable asbestos.
3. Non-friable asbestos shall be placed into appropriate containers and suitably covered.
4. Disposal of the non-friable asbestos shall be done at a legally approved disposal facility. The Contractor shall pay any disposal site charges. These charges shall be included in the lump sum bid proposal.

### **UU. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials**

1. If the Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, the Contractor shall **STOP WORK IMMEDIATELY**. The Contractor shall verbally

## **EXHIBIT A (Standard Agreement)**

notify the Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.

2. Once notified, the Caltrans Contract Manager will immediately request a site investigation and lab analysis report to determine the location(s) and percentage of asbestos material, lead-based paint or other hazardous substances/materials that are discovered or suspected to be present.
3. Continuation of work shall not commence until the Contractor has been authorized to do so in writing, by the Caltrans Contract Manager.
4. Should it become necessary to cancel the work request, the Contractor shall be compensated only for work in progress or actually completed to the Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
5. Failure to notify the Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate cancellation of the Agreement and legal liability to the Contractor for all actual damages resulting.
6. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractors State Licensing Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
7. Lead-based paint abatement work shall only be performed by a certified Contractor pursuant to Title 17 of the California Code of Regulations, Section 35001 et., seq.

### **VV. Completion, Inspection and Liquidated Damages.**

1. It is the Contractor's responsibility to notify the Caltrans Contract Manager to have work inspected and approved.
2. The Contractor shall begin work by the date specified in the Start Letter informing him that the Agreement has been approved and shall diligently prosecute the work so the work shall be completed before the expiration dates as stipulated in this agreement.
3. The Contractor shall pay the State of California \$250.00 for each and every calendar day's delay in finishing the work as stipulated in this agreement.
4. In addition to any penalties prescribed herein, should the Contractor fail to commence work within five (5) working days after notification of the start date, or suspend work for a period of five (5) working days after notification of the start date, or suspended work for a period of five (5) continuous working days after work has begun, the State may provide five (5) days written notice, posted at the job site or mailed to the Contractor, to timely prosecute and complete the work or the Agreement may be terminated and penalties of \$500.00 assessed for administrative costs for rebidding the work.
5. In addition, the Contractor shall be liable to the state for the difference between the Contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.

### **WW. Licenses**

**EXHIBIT A  
(Standard Agreement)**

1. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a Building Moving and Wrecking Contractors, Class C-21 license and Hazardous Substance Removal Certification (HAZ).
2. The Contractor must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in the California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work method, operation, or process related to the demolition of any building, structure, falsework, or scaffold more than three stories high or the equivalent height (36 feet); or, any construction or excavations of trenches which are five feet or deeper.
3. Asbestos lead base paint related work shall be performed by a licensed Asbestos Abatement Contractor or subcontractor, and certified by the Contractors State License Board (CSLB) and registered with the Department of Industrial Relations, Division of Occupational Safety and Health Cal/OSHA).
4. Both the Contractor and subcontractor must provide proof of certification and be bondable for asbestos-related work.

**XX. Workmanship**

1. The workmanship shall be equal to the highest standards of the industry and shall be in conformance with the building codes of the State, County and City in which the work is being done; copies of any required building permits shall be submitted to the Caltrans Contract Manager with the Contractor's invoice(s).
2. The Contractor shall conduct his/her operations in such a manner to cause the least obstruction and/or inconvenience to the tenants. Whenever the Contractor's operations create a condition which is hazardous to the tenants or to the public, the Contractor shall provide, at the Contractor's expense and without cost to the State, flagpersons and/or guards necessary to eliminate the hazardous condition encountered. The Contractor shall furnish, erect or maintain such fences, barricades, light signs and/or other devices that are necessary to prevent accidents and avoid damage or injury to the tenants or the public.
3. The Contractor shall conduct his/her operation in such a manner as to avoid injury or damage to the property of Caltrans or the adjacent property. If such objects are injured or damaged by reason of the Contractor's operation, they shall be restored at the Contractor's expense.
4. The Contractor shall protect and indemnify the State of California and its officers and employees from any loss or damage that may occur from any loss or damage to the materials or other things used in performing the work and from liability or injury to or death of any person, either workers or to the public, resulting from the Contractor's operation.
5. The Contractor shall notify the Caltrans Contract Manager or his/her designee of materials required to complete each job. The installed parts and materials shall be of the same size and capacity and functionally equal to the materials and parts being replaced, or shall be as directed by the Caltrans Contract Manager or his/her designee.
6. Any work judged unsatisfactory by the Caltrans Contract Manager or his/her representative shall be redone at the Contractor's expense.

**EXHIBIT A**  
**(Standard Agreement)**

**YY. Final Cleanup**

The Contractor shall leave each work site in a neat and clean condition. The Contractor shall haul away and legally discard any materials or debris caused by his/her work actions from the job site at no additional cost to the State.

**ZZ. Extra Work/Amendment**

Extra Work is defined as work that was not anticipated or called for in the original bid document that is essential to fulfillment of the State's obligations. In the event the Caltrans Contract Manager determines that there is Extra Work required to complete the clearance and demolition project such work will be the subject of a written amendment to the Agreement. The amendment must be fully executed before the Extra Work can be started.

**EXHIBIT A**  
**(Standard Agreement)**

**Exhibit A, Attachment 1**

**LOCATION MAP**

**EXHIBIT A**  
**(Standard Agreement)**

**Exhibit A, Attachment 1**

Directions to Site Inspection at 848 California Street, Rodeo CA 94572

Take I-80 E. toward Vallejo/Sacramento or I-80 W. toward San Francisco

Take the Willow Avenue exit toward Rodeo

Turn Right onto Willow Avenue

Turn Right onto Hawthorne Drive

Turn Right onto California Street

848 California is the second house on the right just before the overcrossing

**EXHIBIT A  
(Standard Agreement)**

**Exhibit A, Attachment 2**

**HAZARDOUS MATERIAL SURVEY**

Exhibit A, Attachment 2, entitled Hazardous Material Survey must be obtained by contacting the Division of Procurement and Contracts at (916) 227-6075 or by faxing the request to (916) 227-1950. The final version of the agreement will include the following reports.

- 1). 848 California St., Rodeo, CA 94572. Description: 3916 s.f. stucco, wood and brick single family residence with 240 s.f. wood framed storage shed in rear.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Payment**

Upon satisfactory completion of the work, the Contractor will be paid a lump sum of \$\_\_\_\_\_, in arrears, in full payment for all work and services performed under this Agreement, and upon receipt of itemized invoices, submitted in triplicate to the Caltrans Contract Manager at the following address:

Department of Transportation  
Right of Way/Planning & Management  
Attn.: David Keba  
P.O. Box 23440  
Oakland, CA 94623-0440

**2. Payroll Records**

- A. The Contractor and each subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by his/her subcontractors.
1. The Contractor and subcontractor shall keep an accurate payroll record and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
  2. The payroll records, enumerated under paragraph 1 above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    - b. A certified copy of all payroll records enumerated in paragraph 1 above shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
    - c. A certified copy of all payroll records, enumerated in paragraph 1 above, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through



**EXHIBIT B**  
**(Standard Agreement)**

either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the costs of copy preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3. The Contractor shall file a certified copy of the records enumerated in paragraph 1 above with the entity that requested the records within ten (10) days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  5. The Contractor shall inform the body awarding the Agreement of the location of the records enumerated under paragraph 1 above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  6. The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph 1 above. In the event the Contractor or subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the Agreement is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

**EXHIBIT B**  
**(Standard Agreement)**

- D. The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the District Labor Compliance office with the Contractor's invoices within ten days, not including Saturdays, Sundays or legal holidays, following completion of the work to the Contract Manager. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date along with their invoices for verification by the District Labor Compliance office. Delinquent payrolls or other required documents will cause payment to be withheld pending receipt of such documents.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

**3. Inclusive Costs**

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Transportation, Chief of Division of Procurement and Contracts within ten (10) days of discovery of the problem. Within ten (10) days, the Chief of Division of Procurement and Contracts shall meet with the Contractor and Caltrans Contract Manager for purposes of resolving the dispute. The decision of the Chief of Division of Procurement and Contracts shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**4. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**5. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully

## **EXHIBIT D (Standard Agreement)**

responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **6. Default**

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. The Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

Default is defined as:

1. Being within a period of liquidated damages on uncompleted work.
2. Under notice to begin or complete an Agreement where work has not commenced or was suspended without cause.
3. Where the Agreement is terminated for Contractor failing to perform services required by the Agreement in a satisfactory manner.

Default is defined as:

1. Being within a period of liquidated damages on uncompleted work.
2. Under notice to begin or complete an Agreement where work has not commenced or was suspended without cause.
3. Where the Agreement is terminated for Contractor failing to perform services required by the Agreement in a satisfactory manner.

### **7. Subcontracting**

- A. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager; except that which is expressly identified in the Contractor's bid proposal.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subcontractor.

### **8. State Prevailing Wage Rate Determinations**

**EXHIBIT D  
(Standard Agreement)**

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: <http://www.dir.ca.gov/>
- C. After award of the Contract, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 972-8628.

**9. State General Prevailing Wage Rates**

- A. The attention of the Contractor is directed to, and the Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages, and the Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
  - 1. More than \$25,000 for public works construction or,
  - 2. More than \$15,000 for the alteration, demolition, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

**10. Hours of Labor**

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, \$25.00 for each worker employed in the execution of the Agreement by the Contractor or any subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any

## **EXHIBIT D (Standard Agreement)**

one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

### **Employment of Apprentices**

- A. Attention is directed to the provisions in Section 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him/her. (Section 1777.5 shall not apply to Agreements of general Contractors or to Agreements of specialty Contractors not bidding/proposing work through a general or Contractor, involving less than 20 working days or \$30,000.)
- B. The Contractor and any subcontractors under him/her shall comply with the requirements of 1777.6 and, where applicable, of 1777.5 in the employment of apprentices.
- C. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the State Division of Apprenticeship Standards, P.O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, prior to commencement of work on the public works Agreement. Responsibility for compliance with Section 1777.5 lies with the Contractor. Penalties are specified in Labor Code Section 1777.7.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

### **11. Bonds**

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

### **12. Liability Insurance Provisions**

- A. Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a combined single limit (CSL) of not less than \$1,000,000 per occurrence.

The certificate of insurance will provide:

- 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

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(Standard Agreement)**

2. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this Agreement.
  3. That the State will not be responsible for any premiums or assessments on the policy.
- B. Contractor agrees that the bodily injury liability and property damage insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the State and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

**13. Penalty**

- A. The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the State of California, not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by him or her, or by any subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition, to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor of the project is not liable for any penalties described above, unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

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1. The Agreement executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
  2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees by periodic review of the certified payroll records of the subcontractor.
  3. Upon becoming aware of the failure of the subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the subcontractor for work performed on the public works project.
  4. Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- B. Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor to pay workers the general prevailing rate of per diem wages.
- C. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement.
- D. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the Department. The moneys shall be retained by the Department pending the final decision of an enforcement action.
- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

**14. Licensed Contractor Standards for Quality of Work**

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.



**EXHIBIT D**  
**(Standard Agreement)**

- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:
1. A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
  2. The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
  3. Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to the State.

**15. Subcontracting Provisions/List**

- A. The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these provisions without the entire item being considered as subcontracted.
- B. The "Subletting and subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) requires subcontractors on public work or improvement projects to be listed on the subcontracting List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to any requirement to provide a list of Disadvantaged Business subcontractors after the opening of proposals. Each bidder intending to subcontract a portion of the work shall list on the subcontracting List:
1. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
  2. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

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- C. A sheet for listing subcontractors, as required by the Subletting and subcontracting Fair Practices Act, is included in the Bid Proposal.

**16. Disabled Veterans Business Enterprise (DVBE) Participation (With Goals)**

- A. The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the ADM 0227S DVBE Participation Goals and Verification attached to and made a part hereof.
- B. The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.\*

\$\_\_\_\_\_ (3%) of work for DVBE(s)

\*If this Agreement is amended and the additional work can be included in the subcontracted work, the goals may be amended to reflect this change.

- C. Substitutions of DVBEs. Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been preapproved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the Contractor's substitution request must include:
1. A written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE subcontractor is proposed for use;
  2. The Contractor must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
  3. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- E. **Prior** to the approval of the Contractor's substitution request, the **Caltrans Contract Manager** must give written notice to subcontractor being substituted by the Contractor. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Contracts office. The notice must:
1. Give the reason the Contractor is requesting substitution of the listed subcontractor;
  2. Give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the Caltrans Contract Manager;
  3. Notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and

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4. The notice shall be served by certified or registered mail to the last known address of the listed subcontractor.
- F. If written objections are filed by the listed subcontractor, the Contract's Office, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the Contractor's request for substitution.
- G. Caltrans may consent to the substitution of another subcontractor in any of the following situations:
  1. When the subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the Contractor.
  2. When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
  3. When the listed subcontractor fails or refuses to perform his or her subcontract.
  4. When the listed subcontractor fails or refuses to meet the bond requirements, if any of the Contractor.
  5. When the Contractor demonstrates to the Department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
  6. When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
  7. When the Department or the Caltrans Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and the state's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq., of the Public Contract Code) or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due the state.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Contractor shall maintain records of all subcontracts entered into with DVBE subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a

## **EXHIBIT D (Standard Agreement)**

summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

### **17. Audit Review Procedures**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits & Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if the Department chooses, two representatives of the Department's choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse the Contractor from full and timely performance, in accordance with the terms of this Agreement.

### **18. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

### **19. Equipment Indemnification**

- A. The Contractor shall indemnify the state against all loss and damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

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(Standard Agreement)**

**20. Non-Solicitation**

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or Contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**21. Interfacing With Pedestrian and Vehicular Traffic**

Pursuant to the authority contained in Section 591 of the Vehicle Code, the department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

EXHIBIT E  
IFB 04A2194

**PROPERTY ASBESTOS AND LEAD-BASED PAINT/MATERIAL  
DEMOLITION SURVEY**

If this bid package is downloaded via the Internet, Exhibit F must be obtained by contacting the Division of Procurement and Contracts at (916) 227-6075 or by faxing the request to (916) 227-1950.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION REQUIREMENTS**

(Revision Date 02/02/2004)

**Please read the requirements and instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state Agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The **minimum DVBE participation percentage is 3% for this solicitation.**

**INTRODUCTION.** The bidder/proposer must complete and document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to fully document one of the DVBE program requirement options shall be considered non-responsive and ineligible for award.**

All information submitted by the bidder/proposer to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, with this information, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and contract cancellation.

Only State of California, Office of Small Business and DVBE Certification, certified DVBEs who are domiciled in the State of California and who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. Effective January 1, 2004, the certified DVBE companies must perform a **commercially useful function** to be eligible for award. The criteria and definition for performing a "**Commercially Useful Function**" are contained on page 6, entitled **Resources & Information**. Bidders and proposers are encouraged to verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

**NOTE:** A common error bidders/proposers make is to state that no subcontractors are needed and goals are not applicable offering that all the work can be done by the bidder/proposer with its own resources. Bidder/proposers are warned that this is **not** an option if your bid is to be deemed responsive.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder/proposer responsibilities, and requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below. Bidder/proposers are responsible for thorough review and compliance with these instructions. Complete and document your option selection on the attached form, STD. 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

**NOTE:** The attached STD. 840 form replaces the previously used form ADM-227S.

**To meet the DVBE program requirements, bidder/proposer must complete and fully document at least one of the following compliance options:**

**Option A - Commitment to full DVBE participation** - For a bidder/proposer who is a DVBE or who is able to meet the commitment to use certified DVBE(s) to fulfill the full DVBE participation goal.

**Option B - Good Faith Effort** - For a bidder/proposer documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

**Option C - Business Utilization Plan** - For a bidder/proposer using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and Information Technology.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidder/proposer must document DVBE participation commitment by completing and submitting the attached STD. 840. Failure to complete and submit STD. 840 (Page 1) as instructed shall render your bid non-responsive in which case the **bid may be rejected**.

Prior to the award of the Agreement, the bidder/proposer must provide a written confirmation from each DVBE that it is participating in the Agreement as provided in the bidder/proposer's STD. 840 (i.e. DVBE's bid/proposal/quote is acceptable). The written confirmation will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The written confirmations are to be attached to the STD. 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

**Method A1. Certified DVBE bidder/proposer:**

- a. Commit to performing at least 3% of the Agreement's bid amount with your firm or in combination with another DVBE(s).
- b. Document DVBE participation on STD. 840 (Page 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder/proposer working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation of the DVBE(s) identified in its bid on the STD. 840. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder/proposer:**

- a. Commit to using certified DVBE(s) for at least 3% of the bid amount.
- b. When a bidder/proposer commits to less than the required 3% DVBE participation or its commitment may fall below 3%, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD. 840 (Page 1) and attach a copy of each DVBE's certification.
- d. Prior to Agreement award, a bidder/proposer is to submit proof of their commitment by submitting a written confirmation of each DVBE identified in its' bid's STD. 840. The Department of Transportation official will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder/proposer's submitted DVBE information. Failure to submit the written confirmation as specified may be grounds for bid rejection.



**OPTION B – GOOD FAITH EFFORT (GFE)** performance and documentation requirements must be completely satisfied **prior to bid submission** if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840, shall result in your bid being deemed non-responsive in which case the bid may be rejected. Step 3, Advertisement, is required unless specifically waived by the Department for this solicitation due to imposed time limits.

**Step 1: Awarding Department (PCC §10115.2[b][1])**

Contact the Department of Transportation, Civil Rights, Business Enterprise Program (BEP) by accessing its' web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights, at (916) 324-8760, or you may contact the Department's DVBE Specialist at (916) 324-8384. You may document this contact and describe the results on STD. 840 (Page 2). Be sure to include a copy of your dated response or BEP web page in your Good Faith Effort documentation to show compliance with Step 1.

**Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])**

**STATE:** Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Certification (OSDC), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the "Certified Firm Listing", the "Certified Firm Detailed Information" page(s), or the cover page of the "Directory of Certified DVBEs" to document your contact with DGS.

**FEDERAL:** Search the Central Contractor Registration (CCR) on-line database (previously Pro-Net) at <http://www.ccr.gov/> to identify potential DVBEs and click on the "Dynamic Small Business Search" button. All of the search options and information that existed in PRO-Net will now be found at the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on STD. 840 (Page 2). Attach the results (screen print) of the Web search page, and any other documents to document your contact with the Small Business Administration (SBA).

**LOCAL:** Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD. 840 (Page 2). Attach documents to support your contacts with the local organizations, indicating the date of contact, the nature of the request, and the results of the contacts. (Letters, emails, fax transmittals along with proof of submittals, are acceptable.)

**Step 3: Advertisements (PCC §10115.2[b][3])**

**Advertisements** are mandatory unless waived by the Department of Transportation.

☒ The requirement to advertise for the purpose of identifying potential DVBEs is waived.

**CONTENT REQUIREMENTS:** Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**HOW MANY & WHERE TO PUBLISH:** Bidder/proposers must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus requirements as defined in CCR, Title 2, section 1896.61(k)), in which case one (1) ad is acceptable in lieu of the two mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

**WHEN:** Pursuant to CCR section 1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

**DOCUMENT & SUBMIT:** On STD. 840 (Page 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy of the advertisement(s) and copy of the publication affidavit(s) with your bid/proposal.

**Step 4: Invitations to Participate (PCC §10115.2[b][4])**

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you choose potential DVBEs subcontractors/suppliers to contact. Bidder/proposers are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Non-California-certified DVBEs are not eligible** -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the Department's solicitation. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder/proposer with responses for consideration. The State encourages bidder/proposers to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them.

**HOW TO INVITE & CONTENT REQUIREMENTS:** **Written invitations are required.** At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) complete address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the state's solicitation number; (7) description of goods and/or services for which the state is soliciting; (8) the location(s) of work to be performed; (9) the State's bid due date; (10) and your due date for receiving DVBE responses.

**WHEN:** Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Section b (below), prior to your bid/proposal submission.

**DOCUMENT & SUBMIT:** Bidder/proposers must document the completed contacts on STD. 840 (Page 1), Section A. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid/proposal shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

**Step 5: Consider all responding DVBEs for Agreement participation.**

CCR §1896.61 (d) "The term 'considered' as used in section 10115.2(b)(5) of the Public Contract Code means that the bidder made a bona fide effort to carry out all actions with regard to DVBEs specified in section 10115.2(b)(1-5)(except section 10115.2(b)(3) of the Public Contract Code when the awarding department has waived the advertising requirements of section 10115.2(b)(3) of the Public Contract Code in the solicitation), and reviewed DVBE responses and carefully evaluated and documented the reasons for not selecting such potential subcontractors. The bidder must consider all responding subcontractors for a specified service based upon the same information and evaluation criteria."

Consideration must be based on business needs for this Agreement and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document using STD. 840 (Page 1), Section A, any firm(s) selected for participation; or, if not selected, the reason for non-selection. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP)** option permits bidder/proposers to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide Agreement dollars with DVBEs -- this percentage is based on all of its Agreements in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidder/proposers choosing this option must properly complete and submit STD. 840 (Page 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive, in which case the bid may be rejected.

**RESOURCES AND INFORMATION**

For assistance in preparing a responsive participation document, **contact the Department of Transportation contracting official.** In accordance with Public Contract Code Section 10115.2(b)(3), bidder/proposers must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidder/proposers in meeting these Agreement requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

**U.S. Small Business Administration (SBA):** Use the Central Contractor Registration (CCR) on-line database.  
*Internet contact only* –Database: <http://www.ccr.gov/>.

**FOR:**

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

**Local Organizations** (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

**FOR:**

List of potential DVBE subcontractors

**DGS-PD Office of Small Business and DVBE Certification (OSDC)**  
707 Third Street, Room 400, West Sacramento, CA 95605  
Website: <http://www.pd.dgs.ca.gov/smbus>  
24-hour automated information & document requests: (916) 322-5060  
Receptionist: (916) 375-4940  
Fax: (916) 375-4950

**FOR:**

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns

**DGS-PD Office of Small Business and DVBE Outreach and Education**  
707 Third Street, 2nd Floor, West Sacramento, CA 95605  
Voice, 8 am—5 pm: (800) 559-5529  
Fax: (916) 375-4597

**FOR:**

- DVBE Program Participation Requirements
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

**ADVERTISEMENT FORMAT EXAMPLE:**

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to

***DGS' IFB No. 12345 for  
fencing materials in Chowchilla.  
DVBE responses due to me 1/1/02;  
Bids due to the State 1/15/02.***

Contact: ***ABC Company  
Jane Doe, General Manager  
123 Main Street, Sacramento, CA  
95814***

voice: ***555/555-5555***; fax: ***555/555-5556***  
or e-mail: ***jane.doe@abcco.com***

**Commercially Useful Function Definition**

California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the Agreement requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

**Substitution of Proposed DVBE**

After Agreement award, the successful Contractor must use the DVBE or non-DVBE Subcontractors and/or Suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Department of Transportation's (Department) Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by the Department.

At a minimum, the Contractor's substitution request must include

- a) a written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use.
- b) a written description of the substitute business enterprise, include their business status as a:
  - sole proprietorship, partnership, corporation or other entity, and
  - the firm's DVBE certification status, if any.
- c) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

Prior to the approval of the prime Contractor's substitution request, the Department's Contract Manager must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Department's Contract Manager must be sent to the Department's Contracts Office. The notice must:

- a) give the reason the prime Contractor is requesting substitution of the listed Subcontractor;
- b) give the listed Subcontractor five working days to submit a written objection to the Department's Contracts Office and copies to the Department's Contract Manager;
- c) notify the Subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
- d) the notice shall be served by certified or registered mail to the last known address of the listed Subcontractor.

If written objections are filed by the listed Contractor, the Department's Contract's Office, will render a written decision. The Department's Contracts Office shall give written notice of at least five working days to the listed Subcontractor of a hearing by the Department on the prime Contractor's request for substitution.

The Department may consent to the substitution of another Subcontractor in any of the following situations:

- When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that Subcontractor's written bid is presented to the Subcontractor by the prime Contractor.
- When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.

- When the listed Subcontractor fails or refuses to perform his or her Subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
- When the prime Contractor demonstrates to the Department, or its duly authorized Officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
- When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
- When the Department's or its duly authorized officer or the Department's Contract Manager determines that the work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.

The request for substitution and the State's approval or disapproval is **not** to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act (PCC §4100 et seq.) or any other Agreement requirements relating to the substitution of Subcontractors.

Failure to adhere to the DVBE participation in the performance of the Agreement as proposed by the successful bidder/proposer may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

### **DVBE/Participation**

For the purposes of this DVBE participation requirement, the following apply:

- a) A DVBE firm may participate as a prime Contractor, Joint Venture Partner, Subcontractor or Supplier of materials or supplies.
- b) Any bid amount proposed for DVBE participation can only be counted once. That is, any further Subcontracting or spending of DVBE designated bid amounts to another DVBE Subcontractor/Supplier will not count toward meeting the Agreement goal. Moreover, any part of a DVBE-designated bid amount for any other Subcontractor involved in the same bid (suppliers are acceptable) will not count toward meeting the Agreement goal.

### **Agreement Audits**

Agreement audit requirements and record retention requirements are covered under provisions in the proposed form of Agreement.

## Frequently Asked Questions:

**Question** If I am awarded the Agreement, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

**Answer** Yes, unless you have requested and received prior written approval in writing for substitution in writing from the Department Contract Manager.

**Question** What happens to bids considered non-responsive to the DVBE Participation Program requirements?

**Answer** Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation;
- documentation not received by the bid due date;
- mathematical error related to the percentages;
- basing goal attainment on workforce composition.

**Question** If I am a Disabled Veteran Business Enterprise, can I meet the Agreement goal as a single company?

**Answer** Yes.

**Question** If my submitted bid meets the Agreement goal and the State decides to make multiple awards to the bid/Agreement, could my bid be considered non-responsive?

**Answer** No, the State's decision to make multiple awards will not disregard bid compliance.

**Question** If I meet the goal, should I also complete and submit the Good Faith Effort Documentation form?

**Answer** Yes. If a DVBE listed for goal attainment is disqualified and the removal results in not meeting the advertised goal, failure to complete and provide the "good faith effort" documentation form will result in an automatic rejection of the bid. Some examples of disqualification are: (a) DVBE prime contractor was not certified by the solicitation due date; (b) a DVBE subcontractor was not certified by the solicitation due date; or (c) the bidder/proposer made a mathematical error resulting in failure to meet the goal.

# DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

**Designation Of Option** Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.** Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

## A. Full information must be provided.

**For Agreement participation commitment**, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

**For Good Faith Effort (GFE)**, use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
	OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>				
		Specific Goods and/or Services		Estimated \$ and/or % \$	Tier %	
		<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name & Reference #		Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)	
	Street Address, City, State, and Zip Code					
OR	<input type="checkbox"/> <b>Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:</b>					
	Specific Goods and/or Services		Estimated \$ and/or % \$	Tier %		
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>					

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ➡



**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

**B Documentation of Good Faith Effort Steps 1, 2, and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact (**optional**).

Date Contacted / /	Contact Name	Telephone Number ( ) - ext.
Describe Result		

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**

**Other State Agency** – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address <a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a>		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

**Federal Agency** – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address <a href="http://www.ccr.gov/">http://www.ccr.gov/</a>	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

**Local DVBE Organizations** – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address ( ) - <a href="http://www.">http://www.</a>
Describe Result			

**STEP 3. Publish advertisements:** At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number ( ) -
Address		Date Ad Published / /
Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ( ) -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ( ) -
Address		Date Ad Published / /

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**

STD. 840A (EST. 4-1-2003)

***This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)***

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number ( ) - ext.	Fax Number ( ) -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> <b>Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:</b>		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> <b>No, I am unable to subcontract with the DVBE for the following business reasons:</b>		

## DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

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### ☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

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- ☐ STD. 840 included with bid
  - ☐ DVBE Written Agreement(s)
  - ☐ Designated the Commitment Option – Checked the first box
  - ☐ Listed at least one California certified DVBE subcontractor
  - ☐ Checked the box(es) for “Yes...”
  - ☐ Listed specific goods and/or services DVBE(s) agrees to provide
  - ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
  - ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE’s participation
  - ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
  - ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services
- 

### ☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

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- ☐ STD. 840 included with bid
  - ☐ Designated the GFE Option – checked the second box
  - ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
  - ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
  - ☐ Attached copies of the invitations sent to the listed DVBEs
  - ☐ Invitations included the required contact information
  - ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
  - ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
  - ☐ (Step 1) Contacted the Awarding Department and listed contact and results
  - ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
  - ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
  - ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
  - ☐ (Step 3) Advertised – IF NOT WAIVED
    - Listed full information for the advertisement(s) and publication(s)
    - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
    - Attached a copy of the advertisement(s) and affidavit(s) of publication
    - The advertisement(s) were published at least 14 days prior to the bid date
    - The advertisement(s) included my required contact information
- 

### ☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

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- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
  - ☐ STD. 840 included with bid
  - ☐ Designated the BUP Option – Checked the third box
  - ☐ Attached a copy of the BUP Approval letter from DGS-PD
-

## Information to Assist Contractors Bidding on Caltrans Projects Using Certified Disabled Veteran Business Enterprises (DVBES) for State Funded Contracts

The objective of the California Department of Transportation (Caltrans), Civil Rights, Disadvantaged Business Enterprise Program is to increase the level of participation of Disabled Veteran Business Enterprises (DVBE) on state funded highway construction. The following information will assist Contractors seeking certified DVBEs to meet the required project participation goals for contracts with Caltrans.

### How To Obtain A List of Certified DVBEs On-Line from the DGS Database

The Department of General Services (DGS) Office of Small Business and Disabled Veteran Business Enterprises Certification (OSDC) administers DVBE certification and maintains a certified directory.

- Access the directory at, <http://www.pd.dgs.ca.gov/smbus/default.htm>
- Click on [Certified Firm Inquiry Services](#), located in the center of the web page. These first two steps will take you to the web page where you can exercise your options of querying DVBEs.

There are a number of options to identify DVBEs from the DGS database web site. Either the [Keyword Query](#) or [Standard Query](#) can be used to find firms by certification reference number (REF), business name, certification type, business type, Standard Industrial Classification (SIC) Code, and service area location. Following are instructions for two options to query certified DVBEs. **For assistance with specialized web site functions or to be mailed a copy of the Directory of Certified DVBEs, please call the DGS OSDC at (916) 375-4940.**

**Contact Bryan Harradine at (916) 440-0511 for web or download assistance.**

### A "Certified Firm Listing" of DVBEs can be queried, using the following instructions:

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Find Certified Firms**, Click on [Search for certified Firms by Certification Type, Business Type, SIC Code, and/or Location](#)

**Step 1 of 4** Check box for DVBE **Certification Type** and Check box for **Business Type** (select from Construction, Manufacturer, Non-manufacturer, and/or Service), click

**Step 2 of 4** Scroll and hold CTRL key selecting up to 3 **Major Industry Sic Code(s)**, click

Note: This page provides a link to the U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) web page to look up a SIC code, by clicking on [Search for Standard Industrial Classification \(SIC\) code](#) Enter keyword (i.e., concrete). View it, click upper right "x" to exit link and return to Step 2 of 4, then continue.

**Step 3 of 4** Hold the CTRL key, selecting multiple **Line of Business SIC Code(s)**, click

**Step 4 of 4** Select either: ☐ **Statewide** or, ☐ **Use a map of California to choose a location** (If you use the map, select the District where the work is to be performed.), click

**Information to Assist Contractors Bidding on Caltrans Projects Using Certified  
Disabled Veteran Business Enterprises (DVBEs) for State Funded Contracts**

**A complete list, by category, can also be downloaded, using the following instructions:**

- Click on [Standard Query](#) option (located in the center of the web page)
- Under the title **Download Certified Firm Data to Customize Your Own List**, click on [DVBE](#) (located in about the center of the web page). Use either PDF or TXT versions.
- "The PDF versions are lists that you can view and/or print. "

[Commodities](#)

[Construction](#) (Click on one of these certified listings categorized by DGS or all categories and print it)

[Services](#)

[All Categories](#)

\*The **TXT version** allows manipulation of data to download to your customized list-follow web page instructions.

**NOTE:** Contractors are to include the results web search page (print screen) of "Certified Firm Listing", or the cover page of the "Directory of DVBEs" page with the *CALTRANS BIDDER-DVBE INFORMATION* bid documents to verify date the certification information was researched.

**How To Obtain the DVBE Resource Packet**

The DVBE Resources Packet was developed by DGS to assist in soliciting DVBEs. It includes a listing of approved advertising sources of trade and focus newspapers, and a listing of state, federal, and local contacts to locate DVBEs. The packet can be printed from the DGS OSDC web site located at, <http://www.pd.dgs.ca.gov/smbus/default.htm>

- In the center of the web page, under the "Outreach & Education" section, click on [DVBE Resource Packet](#) to view or print this information.

**CERTIFICATE OF INSURANCE**

ADM-367 (REV. 11/99)

Contract No. 04A2194

**THIS IS TO CERTIFY**

That the following described policy in force at this date has been issued by:

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In the name of (insured):

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As follows:

**LIABILITY - COMBINED SINGLE LIMIT (CSL)**

<b>Policy No.</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits Each Occurrence</b>

*And it is further agreed that:*

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
2. The State, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed for the State of California under this contract.
3. The State will not be responsible for any premiums or assessments on this policy.

*Agent:* \_\_\_\_\_*Date:* \_\_\_\_\_*Signature:* \_\_\_\_\_

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.